

05-28-2004



Form PTO-1594

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Tab settings

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102753826

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

JPMORGAN CHASE BANK, as Collateral Agent

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other New York Bank

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release of Lien

Execution Date: 05/06/04

2. Name and address of receiving party(ies)

Name: XEROX CORPORATIONInternal Address: 800 Long Ridge Road

Street Address: _____

City: Stamford State: CT Zip: 06904

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State New York
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,517,903Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jackie Lee

Internal Address: _____

Access Information Services, Inc.Street Address: P.O. Box 3709City: Albany State: NY Zip: 122036. Total number of applications and registrations involved: 17. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Jackie Lee

Name of Person Signing

Signature

05/06/04

Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

05/01/2004 LNUELLER 00000004 2517903

01 FC:8521

40.00 DP

TRADEMARK
 REEL: 002975 FRAME: 0675

RELEASE OF LIEN IN TRADEMARK

This RELEASE OF LIEN IN TRADEMARK dated as of this 6th day of May 2004 is made by JPMORGAN CHASE BANK, a New York banking corporation, located at 270 Park Avenue, 4th Floor, New York, New York, 10017, as Collateral Agent ("Assignor"), in favor of XEROX CORPORATION, a New York corporation, located at 800 Long Ridge Road, P.O. Box 1600, Stamford, CT 06904 ("Assignee"). Capitalized terms used herein have the meanings set forth for such terms in the Security Agreement (as hereafter defined) or incorporated by reference therein.

WHEREAS, pursuant to a Guarantee and Security Agreement (the "Security Agreement"), dated as of June 25, 2003, between Assignor, Assignee and the Subsidiary Guarantors party thereto, and to certain other Security Documents, including a Trademark Security Agreement, dated as of June 25, 2003, Assignee has secured certain of its obligations by granting to the Assignor, for the benefit of various secured parties, a continuing security interest in the personal property of Assignee, including, among other collateral, all right, title, and interest of Assignee in and to the trademark "ASK ONCE", which is the subject of U.S. Trademark Registration No. 2,517,903, issued on December 11, 2001, along with all other registrations and applications therefor, all of the goodwill symbolized by/or associated with such trademark, all rights corresponding thereto throughout the world, and the proceeds of and revenues from such Trademark, including, without limitation, all proceeds of and revenues from any claim by Assignee against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, such trademark, or for injury to the goodwill associated therewith (collectively, the "Trademark Collateral").


WHEREAS, Assignee has determined to sell the Trademark Collateral, free and clear of Assignor's security interest therein, and upon such sale, such security interest shall be automatically released pursuant to Section 19 of the Security Agreement.

WHEREAS, Assignor has agreed in connection with the foregoing to execute this release in order to evidence the release of its lien on the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor hereby releases any and all of its security interest in and lien on the Trademark Collateral and reassigns all right, title and interest in the Trademark Collateral to Assignee.

IN WITNESS WHEREOF, Assignor has caused this RELEASE OF LIEN IN TRADEMARK to be duly executed by its officer thereunto duly authorized as of the date set forth above.

JPMORGAN CHASE BANK, as Collateral Agent

By: 
Name: _____
Title: **David M. Mallett**
Vice President